duties by actions of contract, where no proper contract exists, express or implied." These are what are now called quasi contracts. We do not like the word quasi. A lawyer should never use it unless he is without an idea or has one but does not know how to express it. We have constructive frauds, constructive trusts, etc., and the term constructive contracts may be used with due respect for the terminology of the subject.

We regret that Dr. Lawson discusses constructive contracts in a student's text book on the subject of contract in the entirety. This intricate topic ought not to be taken up until the student has become well acquainted with the law of pure contract, of torts and of common law pleading. Having mastered these subjects, the chief sources of the quasi contractual obligation, he will be prepared to appreciate the obligation and apply to it intelligently the legal fiction involved.

In the book before us the author, at the very threshold of his subject, treats at length, quasi contracts or contracts created by law, as though the obligation was the result of an implied agreement, and it is classed with implied contract. The obligation results more frequently from a disagreement, as when one waives the tort and sues in assumpsit.

For certain purposes contracts are classified into express and implied, and then it is said that contracts are implied in fact and implied in law. BLACKSTONE made the first error in this respect, and has been justly criticised for confusing the two by his illustrations. A contract can be implied only from facts. The law does not imply, but imposes contractual obligations, enforceable through a legal fiction in assumpsit. This is the basis of quasi contract and, in our judgment, it is a mistake to treat the obligation as a kind of implied contract. The student is certain to be confused, if not misled.

Notwithstanding these suggestions, the work furnishes the student and the practitioner a valuable text book, with a very satisfactory table of cases; not too many, but quite enough of the more recent. The few changes that have taken place in contract law during the past few years, as in trade contracts, are clearly stated and ably discussed. The publishers have done their full duty, and have left but little, if any, room for improvement.

J. C. KNOWLTON.

COURTS AND PROCEDURE IN ENGLAND AND NEW JERSEY. By Charles H. Hartshorne, of the bar of New Jersey. Newark: Soney & Sage, 1905. pp. xi, 233.

This is a little book of broader interest than its title would indicate. It is, indeed, a study of the whole system of courts and procedure at common law and a comparison of that system with the various reformed systems that the ingenuity of a long-suffering profession has produced in modern times. The author is probably correct in his statement that the system of courts and procedure in the state of New Jersey is the most antiquated and absurd to be found anywhere among English speaking people. However, many other states in this country are almost as unenlightened, and even the so-called code procedure, with its accompanying system of courts, falls far short of what

was expected of it and far short of what has been actually accomplished in England.

Only one American state, Connecticut, has availed itself of the experiments made in England, although the English bar was quick to take advantage of the results reached in America after the inauguration of the first American codes. The practice in Connecticut is undoubtedly the simplest practice, and the freest from useless technicalities, to be found in the United States. A better understanding among American lawyers of the real nature and practical working of the English Judicature Act would be of immense advantage, for procedure in this country is in a very chaotic condition, and we have by no means reached the limit of desirable reform. Such an understanding can be very well obtained from the book under review, and we hope it will receive a wide reading. E. R. SUNDERLAND.

THE LAW OF BAILMENTS, INCLUDING PLEDGE, INNKEEPERS AND CARRIERS. By James Schouler, LL.D. Boston: Little, Brown and Company, 1905. pp. xxxii, 416.

Mr. Schouler's work on Bailments and Carriers has been so long and so well known that little is needed in a notice of the present work. The volume is in size and form like other recent publications in the "Students Series" of Little, Brown, and Company. As the author states, "The main purpose of this volume is to supply students and the professional lawyer alike with an elementary treatise which may serve for study and practical use." As to students, the purpose is accomplished with the author's usual skill and success, but as a work for professional lawyers, it may be doubted if any would care to consult this when access is possible to the author's larger work upon the subject, on which this smaller work is based.

The title is somewhat misleading in the suggestion that the law of bailments includes carriers of passengers. As the author later notes, page 336, the carriage of passengers is no bailment, though the carriage of baggage is. Neither is the carriage of mail a bailment in any real sense, though brief notice is given to this service, page 120. Such services, as well as those of carrying messages by telegraph and telephone, are, in many respects, like bailments, and may well be treated in the same connection. The relation with the real bailments may be made either by treating them as quasi-bailments, or by emphasizing their relation to the common carrier of goods as public service corporations. It would have extended the usefulness of the work if, in one or other of these views, a place had been made for the law of telegraph and telephone companies as carriers. The work, like everything from the author's hand, is executed with signal ability, and the book is a very readable one for any student of law. Interest is frequently quickened by brief paragraphs tracing the historical development of various rules.

E. C. GODDARD.